**NON DISCLOSURE AGREEMENT**

The present non-disclosure agreement, hereinafter the “Agreement”, is made **by and between**

**INSTITUT PASTEUR**, a private non-profit foundation, located 25-28 rue du Docteur Roux 75724 Paris Cedex 15, France, represented by Isabelle Buckle, Executive Vice-President Technology Transfer & Industrial Partnership, duly authorized,

Hereinafter referred to as « Institut Pasteur »,

On the one hand,

**And**

**…………………………**, located/resident at ………………………………., [*represented by …………………, duly authorized*],

Hereinafter referred to as the « Participant »,

On the other hand,

Institut Pasteur and the Participant are hereinafter also referred to individually as a “Party” and collectively as the “Parties”.

**PREAMBLE**

Institut Pasteur is a foundation whose mission is mainly the prevention of and fighting against infectious diseases, through research, teaching and actions of public health. Institut Pasteur, and in particular the Unit / the Direction ……………………………….., directed by …..………………… has developed some expertise in ………………………………………………………………………..

The Participant is specialized in ……..……………………………………………………………..…

The Parties have liaised for the purpose of …………………………………….……………………

………………………………………………………………………………………………………….………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………. (hereinunder the “Purpose”).

In order to perform the Purpose, the Parties might disclose Confidential Information to each other. The Agreement establishes the terms and conditions of such disclosure, and set up the rules for the use and protection of this information.

The Terms and Conditions herewith are an integral part of the Agreement.

Made in ………………………….., on …………………..,

**Institut Pasteur The Participant**

…………………………. ………………………….

…………………………. ………………………….

**TERMS AND CONDITIONS**

**ARTICLE 1 – Confidential Information**

**1.1** In the scope of the present Agreement, “Confidential Information” shall mean any and all scientific, medical, technical information or information of any other nature, owned by the Parties and disclosed to each other in oral or written form, on any medium, directly or through the intermediary of any expressly authorized person, or of which the Parties might become aware because of their presence within the other Party’s premises. Shall especially, but without limitation, be considered Confidential Information:

a) information on inventions, patents, patent claims, declarations of inventions, discoveries, techniques, processes, protocols, biological materials, drawings, specifications, algorithms, data,

b) financial elements and business plans, contracts, distribution plans, information about suppliers,

c) know-how, knowledge, commercial and industrial secrets.

The extent of disclosure of the Confidential Information shall be at the sole discretion of the disclosing Party.

Any and all information disclosed by the Parties is considered Confidential Information, without requirement of any written confirmation of its confidential nature, including in the case of oral disclosure.

Any and all information on the Purpose, exchanged between the Parties before the effective date of this Agreement, is considered Confidential Information.

**1.2** Excluded from the field of Confidential Information, shall be any information that the receiving Party can demonstrate in writing:

a) was in the public domain at the time of disclosure,

b) was acquired through non-fraudulent means before the date of disclosure,

c) was made accessible to the public after the date of disclosure, without violation of the present Agreement,

d) was regularly acquired from a third party having the right to make such disclosure,

e) was developed by or for this Party, independently of its disclosure within the scope of the present Agreement.

**ARTICLE 2 – Obligations of Confidentiality**

The terms and conditions of the present Agreement are applicable to the Participant and its Affiliates. “Affiliates” shall mean any company, firm or other entity, whose capital stock is owned for more than a half by the Participant, de jure or de facto, directly or indirectly, at the date of signature of this Agreement.

**2.1** The Parties warrant to keep in the strictest confidence the Confidential Information of the other Party, and especially:

a) not to publish nor to disclose to third parties, under any form, the Confidential Information,

b) to take all reasonable measures for the prevention of and protection against theft, copies, reproduction or any use, disclosure, spreading of the Confidential Information, which are not authorized by the disclosing Party.

**2.2** The Parties warrant to limit access to the Confidential Information solely to their personnel, employees and/or other persons chosen by them, directly related to the Purpose, and only to the extent it is necessary for the good performance of their tasks. The same shall be subject to a non-disclosure obligation similar to the one object of the present Agreement.

Each Party shall be directly responsible for any damage suffered by the other Party, because of the unauthorized disclosure of part of or all the Confidential Information.

**2.3** If the receiving Party is required by a law, a regulation, a judiciary or administrative decision to disclose the Confidential Information, said Party warrants to inform the disclosing Party of such requirement, as soon as possible, so that the disclosing Party may take all measures necessary to the protection of its Confidential Information.

The receiving Party also warrants to limit the disclosure to what is strictly necessary to comply with the law, regulation or judicial or administrative decision.

**ARTICLE 3 – Limitation of Use**

The Parties warrant to use the Confidential Information solely in the scope of the Purpose, in compliance with it and with good faith. Particularly, no right to use the Confidential Information for a commercial or industrial purpose is granted by this Agreement.

**ARTICLE 4 – Property Rights / References**

**4.1** Nothing in the present Agreement shall be deemed to confer to any Party any authorization or right on the Confidential Information. Consequently, each Party warrants not to acquire, claim or make use of intellectual property rights on all or part of the Confidential Information coming from the other Party, or of any new knowledge or information resulting from it.

**4.2** No license or other right to use the Confidential Information for a different aim than the Purpose is granted under this Agreement. The Parties are not subject to any obligation to grant such rights in the future.

**4.3** Each Party is forbidden to cite, refer to, use or reproduce, in any manner and on any medium, any corporate or trade name, trademark or any other distinctive sign owned by the other Party, without its prior written consent.

**ARTICLE 5 – Duration of the Agreement**

**5.1** The present Agreement is effective as of the date of signature, for a period of five (5) years, renewable by written amendment signed by both Parties.

**5.2** Notwithstanding, when the Confidential Information is on know-how, these obligations shall remain in full force and effect until such know-how is made available to the public by the proprietary Party.

**5.3** The Parties shall stop all use of the Confidential Information of the other Party upon termination of this Agreement, or on request from the other Party.

**ARTICLE 6 – Restitution**

**6.1** Upon termination of the present Agreement or at any time on request from the proprietary Party, the receiving Party shall, within thirty (30) days:

a) either return to the proprietary Party the media on which the Confidential Information are held.

b) or destroy said media.

On request, the receiving Party shall certify in writing the restitution or destruction of the media holding the Confidential Information.

**6.2** Notwithstanding the provisions in Article 6.1 and for the defense of its rights exclusively, the receiving Party may keep a unique copy of the Confidential Information.

**ARTICLE 7 – Confidentiality of the Agreement**

The Parties shall not inform any third Party of the content of the present Agreement, unless prior written agreement between them.

**ARTICLE 8 – Miscellaneous**

**8.1** The Parties are independent. Nothing in this Agreement shall be construed as creating any partnership, joint venture or agency between the Parties. No Party is entitled by this Agreement to act on behalf of the other Party.

**8.2** The Confidential Information is disclosed without any warranty, and in particular, without warranty that it does not infringe intellectual property rights of third parties.

**8.3** In case of a breach by a Party of any of its obligations hereunder, the failure or neglect of the other Party to require performance or to seek remedy shall not be construed as a renunciation of such performance or remedy, for the future, or as a renunciation of any of its rights and/or obligations hereunder.

**8.4** If any provisions of the present Agreement shall be held to be invalid by a law, a regulation, or a decision of a competent court, such provisions shall be deemed independent of the other provisions of the Agreement, which shall remain in full force and effect.

**8.5** Except as may be prohibited by applicable law or regulation, this Agreement may be executed in two or more counterparts, or by facsimile, .pdf or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one Agreement. Facsimile and electronic signatures will be binding for all purposes.

**ARTICLE 9 – Applicable Law**

**9.1** The present Agreement shall be governed by the Laws of France.

**9.2** The Parties shall attempt to settle amicably, within two (2) month, any dispute relating to the interpretation, performance, validity or termination of the present Agreement. If no settlement is reached within this period, the dispute shall be submitted to the jurisdiction of the competent courts in Paris, France.